

Return to: **NDP**
 Republic Title of Texas, Inc.
 2626 Howell Street, 10th Floor
 Dallas, Texas 75204

SUBLEASE

1. **PARTIES.** This Sublease ("**Sublease**") is made as of this 12th day of August, 2010, by and between **Rangers Baseball Real Estate LLC**, a Delaware limited liability company ("**Sublessor**"), and **Rangers Baseball LLC**, a Delaware limited liability company ("**Sublessee**").

2. **LEASE.** Sublessor is the lessee under that certain Ballpark Lease Agreement (as amended, the "**Lease**"; capitalized terms used but not defined herein shall have those meanings ascribed to them in the Lease) dated June 13, 2007, wherein Arlington Sports Facilities Development Authority, Inc. ("**Lessor**") leased to Sublessor that certain real property commonly referred to as the "Rangers Ballpark in Arlington" and its appurtenant facilities, as legally described on Exhibit A attached hereto (the "**Premises**"). A true, accurate and complete copy of the Lease, and all amendments thereto is attached hereto as Exhibit B. Sublessor hereby subleases to Sublessee, and Sublessee hereby accepts from Sublessor, subject to the terms and conditions herein set forth, the Premises.

3. **WARRANTY BY SUBLESSOR.** Sublessor warrants and represents to Sublessee that (a) the Lease is in full force and effect and has not been amended or modified except as attached hereto as Exhibit B, (b) all rentals and other payments required under the Lease that are due and payable have been paid by Sublessor to Lessor, (c) Sublessor is in full possession of the Premises (subject to the rights of any existing sublessees or third parties currently occupying a portion of the Premises), (d) to Sublessor's knowledge, all obligations under the Lease to be performed by Sublessor have been performed and all obligations to be performed by Lessor under the Lease have been performed, and (e) Sublessor has not received any notice that it is in default or breach of any of the provisions of the Lease and to Sublessor's knowledge, no act or omission has occurred which, with the passage of time, giving of notice, or both, would cause Sublessor to be in default under the Lease.

4. **TERM.**

(a) Subject to Sublessee's rights of occupancy during the Installation Period (as defined below), the term of this Sublease (the "**Sublease Term**") shall commence on the date hereof, and shall terminate at the end of the Term (as set forth in Section 1.2 of the Lease).

5. **RENT.**

Sublessee shall pay to Sublessor the Rental due under the Lease, in those amounts and at those times set forth in the Lease, without deduction, setoff, notice or demand, other than as expressly provided in this Sublease, to Lessor directly at Lessor's address (as set forth in Section 14.6 of the Lease).

(a) Except as expressly provided in this Sublease, Sublessee shall be responsible for paying all Impositions, ad valorem taxes (to the extent such ad valorem taxes are levied against the Premises) and utilities furnished to the Premises, on or before such Impositions, ad valorem taxes and utilities become delinquent.

6. **USE OF PREMISES.** The Premises shall be used and occupied in conformance with Section 5.1 of the Lease, and for no other use or purpose.

7. **ASSIGNMENT AND SUBLETTING.** Sublessee shall not assign this Sublease or further sublet all or any part of the Premises without the prior written consent of Sublessor (and the consent of Lessor, if such is required under the terms of the Lease). Sublessor's consent shall not be unreasonably withheld, conditioned, or delayed. If requested to do so by Sublessee, Sublessor shall use commercially reasonable efforts to obtain Lessor's consent to any such assignment or sublease to the extent required under the Lease.

8. **INCORPORATION OF AND COMPLIANCE WITH LEASE.**

(a) In addition to any other provision of this Sublease that obligates Sublessee to various provisions of the Lease, Sublessee also agrees to be bound by and/or to assume all of Sublessor's rights and obligations under the Lease (including, without limitation, the Option).

(b) For purposes of incorporation into this Sublease: (i) references in the Lease to "the date hereof", "the date of this Lease" and similar references shall be deemed to refer to the date of this Sublease; (ii) references in the Lease to "Lessor" and to "Tenant" shall be deemed to refer to "Sublessor" and "Sublessee" hereunder respectively; (iii) references in the Lease to "the lease" or "this lease" shall be deemed to refer to "this Sublease"; and (iv) references in the Lease to the "Leased Premises" shall be deemed to refer to the "Premises."

(c) If requested to do so by Lessor, Sublessee shall pay Rental to Lessor directly until directed by Lessor to cease doing so and all payments made by Sublessee to Lessor shall offset dollar-for-dollar the amount of Rental otherwise payable under this Sublease.

(d) Sublessee shall comply at all times with all rules and regulations promulgated from time to time in connection with the Lease to the extent that such rules and regulations do not conflict with the terms and conditions of this Sublease. All references in such rules to tenants shall apply to Sublessee.

(e) Except with respect to actions to be taken by Sublessee for which shorter time limits are specifically set forth in this Sublease, which time limits shall control for the purposes of this Sublease, the time limits provided in the Lease for the giving or making of any notice by the tenant thereunder to Lessor, the holder of any mortgage or any other party, or for the performance of any act, condition or covenant by the tenant thereunder, or for the exercise of any right, remedy or option by the tenant thereunder, to the extent the same have been made applicable to Sublessee pursuant to the express terms and conditions of this Sublease, are changed for the purposes of this Sublease, by shortening the same in each instance by five (5) days with respect to all such periods of ten (10) days or more and by three (3) days with respect to all such periods of five (5) days or more but less than ten (10) days.

(f) Sublessee shall not take any action, nor make any omission, that would cause Sublessor to be in default under the Lease. Sublessee shall indemnify and hold Sublessor harmless from and against any and all claims, losses, damages, expenses (including, without limitation, reasonable attorneys' fees) and other liability of any kind whatsoever to the

extent that the same result directly from any breach or default by Sublessee under this Section 8(f).

(g) Sublessor shall not take any action, nor make any omission, that would cause Sublessor to be in default under the Lease. Sublessor shall indemnify and hold Sublessee harmless from and against any and all claims, losses, damages, expenses (including, without limitation, reasonable attorneys' fees) and other liability of any kind whatsoever to the extent that the same result directly from any breach or default by Sublessor under this Section 8(g).

(h) Notwithstanding anything to the contrary contained in this Sublease: (i) Sublessee agrees that Sublessor does not make or adopt any representation or warranty of Lessor that has been incorporated herein from the Lease; and (ii) if any of the terms of the Lease are inconsistent with the terms of this Sublease, the terms of this Sublease shall control as between Sublessor and Sublessee.

(i) Provided that Sublessee is not then in default under the terms of this Sublease beyond any applicable notice and cure period, Sublessor agrees that it will not: (i) agree to a termination of the Lease unless in connection therewith Lessor accepts this Sublease as a direct lease between Lessor and Sublessee; or (ii) agree to any amendment or modification of the Lease which has any material effect on any of Sublessee's rights or obligations under this Sublease, without the prior written consent of Sublessee, which consent may be given or denied in Sublessee's sole and absolute discretion.

(j) Promptly after receipt from Lessor, each party hereto shall deliver to the other party hereto a copy of each notice of default, and of each other notice, statement, demand and other communication given or sent by or on behalf of Lessor which relates or is applicable to this Sublease, the Subleased Premises, Sublessee's use and occupancy thereof or the services and facilities furnished to the Subleased Premises or Sublessee.

9. **CONSENTS AND APPROVALS.** Except as expressly provided in this Sublease, in all provisions requiring the approval or consent of Sublessor or Lessor (whether pursuant to the express terms of this Sublease or the terms of the Lease, to the extent incorporated herein), Sublessee shall be required to obtain the approval or consent of Lessor and then to obtain like approval or consent of Sublessor. Whenever Sublessor has agreed that a required consent or approval shall not be withheld, delayed and/or conditioned or unreasonably withheld, delayed, and/or conditioned whether in this Sublease or pursuant to any provision of the Lease incorporated herein, Sublessor may withhold its consent or approval and it shall be deemed reasonable for Sublessor to withhold or delay its consent or approval if Lessor shall have delayed or refused to give any consent or approval which may be requested of it. Without intending to waive Sublessee's obligation hereunder to obtain the consent or approval of Lessor prior to obtaining the like consent or approval of Sublessor, if Sublessor is required or has determined to give its consent or approval to a matter as to which consent or approval has been requested by Sublessee, Sublessor shall cooperate reasonably with Sublessee in endeavoring to obtain any required Lessor's consent or approval upon and subject to the following terms and conditions: (i) Sublessee shall reimburse Sublessor for any reasonable out of pocket costs incurred by Sublessor in connection with seeking such consent or approval (except with respect

to the consent required in connection with the execution of this Sublease); (ii) Sublessor shall not be required to make any payments to Lessor or to enter into any agreements or to modify the Lease or this Sublease in order to obtain any such consent or approval; (iii) neither the granting of such approval or consent by Sublessor nor the occurrence of the matter for which such approval or consent is sought will result in any increase in Sublessor's obligations to Lessor under the Lease; and (iv) a person or entity reasonably acceptable to Sublessor shall, in a written instrument reasonably satisfactory to Sublessor and its counsel, indemnify and hold harmless Sublessor from and against all losses, costs, liabilities, damages and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Sublessor may suffer or incur as a result of or arising out of its approval or consent to such matter (other than costs or expenses incurred in seeking consent or approval for the execution of this Sublease).

10. **OTHER PROVISIONS OF SUBLEASE.** If the Lease terminates as a result of Sublessor's default under the Lease, then, unless Sublessee has waived the condition contained in Section 8(i) hereof (requiring Lessor to enter into a direct lease with Sublessee in the event that Lessor terminates the Lease following an event of default by Sublessor), this Sublease shall become a direct lease between Sublessee, as lessee, and Lessor, as lessor in which case Sublessor shall be liable to Sublessee for the damages suffered by Sublessee as a result of such termination. If the Lease terminates as a result of Sublessee's default under this Sublease, this Sublease shall terminate and Sublessor and Sublessee shall be relieved of any further liability or obligation under this Sublease, provided, however, that Sublessee shall be liable to Sublessor for the damage suffered as a result of such termination. Notwithstanding the foregoing, if the Lease gives Sublessor any right to terminate the Lease in the event of the substantial or total damage, destruction, or condemnation of the Leased Premises or the Ballpark, the exercise of such right by Sublessor shall not constitute a default or breach hereunder, but such right shall only be exercised by Sublessor after giving Sublessee notice that Sublessor intends to terminate the Lease and permitting Sublessee to advance any funds that would prevent the Lease from terminating. Sublessee shall indemnify, hold harmless and defend Sublessor from and against any and all damages, claims, costs, suits, proceedings, losses and liabilities (to persons or property) which result or arise from or in connection with: (i) the use, occupancy, management, repair, maintenance or control of the Subleased Premises or any portion thereof by Sublessee or Sublessee's agents, employees, contractors, licensees or invitees; (ii) any act or omission of Sublessee or Sublessee's agents, employees, contractors, licensees or invitees; or (iii) Sublessee's breach of this Sublease. Sublessee shall assume all of the third party costs associated with defending against any claims, suits, proceedings or actions brought against Sublessor in respect of the foregoing, including, without limitation, reasonable attorneys' fees and expenses. Sublessor shall indemnify, hold harmless and defend Sublessee from and against any and all damages, claims, costs, suits, proceedings, losses and liabilities (to persons or property) which result or arise from or in connection with Sublessor's breach of this Sublease. Sublessor shall assume all of the third party costs associated with defending against any claims, suits, proceedings or actions brought against Sublessee in respect of the foregoing, including, without limitation, reasonable attorneys' fees and expenses.

11. **ATTORNEYS' FEES AND EXPENSES.** If Sublessor, Sublessee, or Broker shall commence an action against the other arising out of or in connection with this Sublease, the prevailing party shall be entitled to recover its costs of suit and reasonable attorney's fees and expenses.

12. **NOTICES.** All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the Sublessor to Sublessee shall be sent by United States Mail, postage prepaid, or by nationally recognized courier services, addressed to the Sublessee at the Subleased Premises, and to the address hereinbelow, or to such other place as Sublessee may from time to time designate in a notice to the Sublessor. All notices and demands by the Sublessee to Sublessor shall be sent by United States Mail, postage prepaid, or by nationally recognized courier services, addressed to the Sublessor at the address set forth herein, and to such other person or place as the Sublessor may from time to time designate in a notice to the Sublessee.

To Sublessor: Rangers Baseball Real Estate LLC, 1000 Ballpark Way, Suite 400, Arlington, Texas 76011-5170. Attention: Chuck Greenberg. Fax Number: (412) 945-5135.

To Sublessee: Rangers Baseball LLC, 1000 Ballpark Way, Suite 400, Arlington, Texas 76011-5170. Attention: Chuck Greenberg. Fax Number: (412) 945-5135.

To Bank of America, N.A. (provided that Bank of America, N.A. is the beneficiary of any Deed of Trust or other instrument collateralizing Sublessee's interest herein): Bank of America, N.A., 1455 Market Street, Mail Code: CA5-701-05-19, Attn: Kevin Ahart, San Francisco, CA 94103.

13. **COMPLIANCE.** The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendment thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

14. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** Sublessor represents, warrants and covenants: (a) Sublessor will timely pay all rent, additional rent and all other charges that become due under the Lease, throughout the Term; (b) that, except in the case of substantial or total casualty or condemnation as provided in Section 10 above, Sublessor will not voluntarily terminate the Lease prior to the expiration (or earlier termination) of this Sublease; and (c) that Sublessor shall not cause a default under the Lease in the event or to the extent that the actions of Sublessor or Sublessor's failure or refusal to act where there is a duty to do so or the condition of Sublessor could cause a default under the Lease.

15. **GOVERNING LAW; CONSTRUCTION.** This Sublease shall be governed by and construed in accordance with the laws of the state in which the Premises are located. If any provision of this Sublease shall be invalid or unenforceable, the remainder of this Sublease shall not be affected but shall be enforced to the extent permitted by law. The captions, headings and titles in this Sublease are solely for convenience or reference and shall not affect its interpretation. This Sublease shall be construed without regard to any presumption or other rule requiring construction against the party causing the relevant portion of this Sublease to have been drafted. Each covenant, agreement, obligation, or other provision of this Sublease to be performed by Sublessee or Sublessor, as applicable, shall be construed as a separate and independent covenant of the obligor, not dependent on any other provision of this Sublease. All terms and words used in this Sublease, regardless of the number or gender in which they are

used, shall be deemed to include any other number and any other gender as the context may require. This Sublease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Delivery of a signed counterpart by facsimile transmission, or other electronic means, shall be as effective as delivery of a manually signed counterpart of this Sublease. Each and all of the provisions hereof shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns. No amendment, modification, or supplement to the Sublease shall be binding on any of the parties unless it is in writing and signed by the parties in interest at the time of the modification. This Sublease and all exhibits hereto constitute the entire agreement between the parties with regard to the subject matter hereof and thereof. This Sublease and all exhibits hereto supersedes all previous agreements between or among the parties. There are no agreements, representations, or warranties between or among the parties other than those set forth in this Sublease and all exhibits hereto. The parties shall at their own cost and expense execute and deliver such further documents and instrument and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Sublease. The covenants, representations and warranties contained in this Sublease shall survive the consummation of the transactions described herein.

16. **TIME.** Time is of the essence of this Sublease. If the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday in the state where the Premises is located, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday in said state.

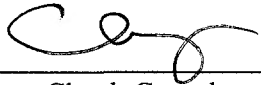
17. **AUTHORITY OF PARTIES; QUIET ENJOYMENT.** Each of Sublessee and Sublessor hereby represents, warrants, and covenants with and to the other as follows: (i) the individual(s) acting as a signatory on behalf of such party is(are) duly authorized to execute this Sublease; (ii) such party has procured (whether from its members, partners or board of directors, as the case may be), the requisite authority to enter into this Sublease; (iii) this Sublease is and shall be fully and completely binding upon such party; and (iv) such party shall timely and completely perform all of its obligations hereunder. So long as Sublessee is not in default under this Sublease, Sublessee shall peaceably and quietly have, hold and enjoy the Premises with all appurtenances on and after the Installation Period and during the Term, if applicable, and without any manner of hindrance or interference with its quiet enjoyment, possession and use by anyone claiming an interest by or through Sublessor.

[Signature Page Follows]

IN WITNESS WHEREOF, Sublessee and Sublessor have caused this Sublease to be duly executed and delivered as of the date first above written.

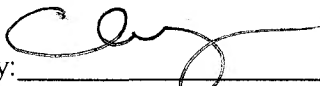
SUBLESSOR:

RANGERS BASEBALL REAL ESTATE
LLC

By: 
Name: Chuck Greenberg
Its: Chief Executive Officer

SUBLESSEE:

RANGERS BASEBALL LLC

By: 
Name: Chuck Greenberg
Its: Chief Executive Officer

STATE OF Texas)
)
COUNTY OF Tarrant)

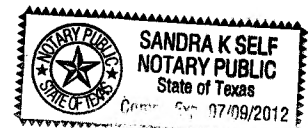
ss.

I, Sandra K. Self a Notary Public in and for said County, in the State aforesaid, do hereby certify that Chuck Greenberg, personally known to me to be the Chief Executive Officer of RANGERS BASEBALL REAL ESTATE LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such Chief Executive Officer, as his free and voluntary act and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10th day of August, 2010.

My commission expires: 7-9-12

Sandra K. Self
Notary Public



STATE OF Texas)
)
COUNTY OF Tarrant)

ss.

I, Sandra K. Self a Notary Public in and for said County, in the State aforesaid, do hereby certify that Chuck Greenberg, personally known to me to be the Chief Executive Officer of RANGERS BASEBALL LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such Chief Executive Officer, as his free and voluntary act and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10th day of August, 2010.

My commission expires: 7-9-12

Sandra K. Self
Notary Public



EXHIBIT A

Being a 14.27 acre tract of land situated in the William O'Neal Survey, Abstract No.1190, Tarrant County, Texas and being a portion of Lot 1, Block A, of The Ballpark Addition, an addition to the City of Arlington, as recorded in Cabinet A, Slide 8673A, Plat Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a found Brass Cap in concrete, said point being the southwest corner of said Lot 1, Block A, and also being in the east right-of-way line of Nolan Ryan Expressway (having a 90 foot R.O.W.);

THENCE North 00 degrees 22 minutes 41 seconds West, along said east right-of-way line, a distance of 611.83 feet to a found x in concrete for corner, for the beginning of a tangent curve to the left having a radius of 645.00 feet, a central angle of 05 degrees 56 minutes 36 seconds, and a long chord which bears North 03 degrees 21 minutes 02 seconds West, 66.88 feet;

THENCE continuing along said east right-of-way line and along said tangent curve to the left, an arc distance of 66.91 feet to a set x in concrete for corner;

THENCE North 83 degrees 42 minutes 18 seconds East, continuing along said east right-of-way line, a distance of 0.15 feet to a set x in concrete for corner;

THENCE North 01 degrees 53 minutes 09 seconds West, continuing along said east right-of-way line, a distance of 29.23 feet to a set x in concrete for corner, for the beginning of a tangent curve to the right having a radius of 88.34 feet, a central angle of 48 degrees 49 minutes 07 seconds, and a long chord which bears North 22 degrees 31 minutes 25 seconds East, 73.01 feet;

THENCE continuing along said east right-of-way line and along said tangent curve to the right, an arc distance of 75.27 feet to a set x in concrete for corner, for the beginning of a compound curve to the right having a radius of 48.34 feet, a central angle of 42 degrees 35 minutes 48 seconds, and a long chord which bears North 68 degrees 13 minutes 52 seconds East, 35.12 feet

THENCE continuing along said east right-of-way line and along said compound curve to the right, an arc distance of 35.94 feet to a set x in concrete for corner, being in the south right-of-way line of East Road to Six Flags Street (having a variable width R.O.W.);

THENCE North 89 degrees 31 minutes 46 seconds East, leaving said east right-of-way line and following along said south right-of-way line, a distance of 8.14 feet to a found x in concrete for corner;

THENCE North 89 degrees 36 minutes 40 seconds East, continuing along said south right-of-way line, a distance of 772.24 feet to a found x in concrete for corner;

THENCE South 45 degrees 23 minutes 01 seconds East, leaving said south right-of-way line, a distance of 35.35 feet to a found x in concrete for corner, said point being in the west right-of-way line of Ballpark Way (having a 110 foot R.O.W.);

THENCE South 00 degrees 22 minutes 41 seconds East, along said west right-of-way line, a distance of 426.25 feet to a point for corner;

THENCE South 89 degrees 30 minutes 32 seconds West, leaving said west right-of-way line, a distance of 105.04 feet to a point for corner;

THENCE South 00 degrees 29 minutes 28 seconds East, a distance of 230.94 feet to a point for corner;

THENCE South 44 degrees 30 minutes 32 seconds West, a distance of 65.80 feet to a point for corner;

THENCE South 89 degrees 30 minutes 32 seconds West, a distance of 195.90 feet to a point for corner;

THENCE North 00 degrees 29 minutes 28 seconds West, a distance of 10.33 feet to a point for corner;

THENCE South 89 degrees 30 minutes 32 seconds West, a distance of 2.00 feet to a point for corner;

THENCE South 00 degrees 29 minutes 28 seconds East, a distance of 1.00 feet to a point for corner;

THENCE South 89 degrees 30 minutes 32 seconds West, a distance of 11.97 feet to a point for corner;

THENCE North 00 degrees 29 minutes 28 seconds West, a distance of 1.00 feet to a point for corner;

THENCE South 89 degrees 30 minutes 32 seconds West, a distance of 2.67 feet to a point for corner;

THENCE South 00 degrees 29 minutes 28 seconds East, a distance of 1.00 feet to a point for corner;

THENCE South 89 degrees 30 minutes 32 seconds West, a distance of 34.16 feet to a point for corner;

THENCE North 00 degrees 29 minutes 28 seconds West, a distance of 1.00 feet to a point for corner;

THENCE South 89 degrees 30 minutes 32 seconds West, a distance of 2.67 feet to a point for corner;

THENCE South 00 degrees 29 minutes 28 seconds East, a distance of 1.00 feet to a point for corner;

THENCE South 89 degrees 30 minutes 32 seconds West, a distance of 1.00 feet to a point for corner;

THENCE South 00 degrees 29 minutes 28 seconds East, a distance of 2.67 feet to a point for corner;

THENCE North 89 degrees 30 minutes 32 seconds East, a distance of 1.00 feet to a point for corner;

THENCE South 00 degrees 29 minutes 28 seconds East, a distance of 11.58 feet to a point for corner;

THENCE South 89 degrees 30 minutes 32 seconds West, a distance of 34.83 feet to a point for corner;
THENCE North 00 degrees 29 minutes 28 seconds West, a distance of 11.58 feet to a point for corner;
THENCE North 89 degrees 30 minutes 32 seconds East, a distance of 1.00 feet to a point for corner;
THENCE North 00 degrees 29 minutes 28 seconds West, a distance of 2.80 feet to a point for corner;
THENCE South 89 degrees 30 minutes 32 seconds West, a distance of 1.00 feet to a point for corner;
THENCE North 00 degrees 29 minutes 28 seconds West, a distance of 1.00 feet to a point for corner;
THENCE South 89 degrees 30 minutes 32 seconds West, a distance of 2.80 feet to a point for corner;
THENCE South 00 degrees 29 minutes 28 seconds East, a distance of 1.00 feet to a point for corner;
THENCE South 89 degrees 30 minutes 32 seconds West, a distance of 10.50 feet to a point for corner;
THENCE South 00 degrees 29 minutes 28 seconds East, a distance of 1.70 feet to a point for corner;
THENCE South 89 degrees 30 minutes 32 seconds West, a distance of 13.00 feet to a point for corner;
THENCE North 00 degrees 29 minutes 28 seconds West, a distance of 1.70 feet to a point for corner;
THENCE South 89 degrees 30 minutes 32 seconds West, a distance of 10.67 feet to a point for corner;
THENCE North 00 degrees 29 minutes 28 seconds West, a distance of 1.00 feet to a point for corner;
THENCE South 89 degrees 30 minutes 32 seconds West, a distance of 3.16 feet to a point for corner;
THENCE South 00 degrees 29 minutes 28 seconds East, a distance of 1.00 feet to a point for corner;
THENCE South 89 degrees 30 minutes 32 seconds West, a distance of 32.10 feet to a point for corner;
THENCE North 00 degrees 29 minutes 28 seconds West, a distance of 1.00 feet to a point for corner;
THENCE South 89 degrees 30 minutes 32 seconds West, a distance of 3.50 feet to a point for corner;
THENCE South 00 degrees 29 minutes 28 seconds East, a distance of 25.90 feet to a point for corner;
THENCE South 89 degrees 30 minutes 32 seconds West, a distance of 48.70 feet to a point for corner;
THENCE North 00 degrees 29 minutes 28 seconds West, a distance of 27.00 feet to a point for corner;
THENCE South 89 degrees 30 minutes 32 seconds West, a distance of 8.00 feet to a point for corner

THENCE South 00 degrees 29 minutes 28 seconds East, a distance of 38.30 feet to a point for corner;

THENCE South 89 degrees 30 minutes 32 seconds West, a distance of 3.00 feet to a point for corner;

THENCE South 00 degrees 29 minutes 28 seconds East, a distance of 56.54 feet to a point for corner, said point being in the north right-of-way line of East Randol Mill Road (having a variable width R.O.W.);

THENCE South 89 degrees 37 minutes 32 seconds West, along said north right-of-way line, a distance of 266.95 feet to a found Brass Cap in concrete;

THENCE North 45 degrees 22 minutes 34 seconds West, leaving said north right-of-way line, a distance of 35.36 feet to the POINT OF BEGINNING and CONTAINING 621,716 square feet or 14.27 acres of land, more or less.

EXHIBIT B

1. First Amendment to Ballpark Lease Agreement, dated February 12, 2009, by and between ASFDA and RB LLC.
2. Second Amendment to Ballpark Lease Agreement, dated May 13, 2009, by and between ASFDA and RB LLC.

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

REPUBLIC TITLE OF TEXAS INC
2626 HOWELL STREET 10TH FLR
DALLAS, TX 75204

Submitter: REPUBLIC TITLE OF TEXAS
INC

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 8/12/2010 3:52 PM

Instrument #: D210196344

LSE

14

PGS

\$64.00

By: _____

Suzanne Henderson

D210196344

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: DBWARD